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or other evidences of debt are placed in the attorney's hands for collection; (2) where a definite per cent of the proceeds is to be paid as a fee for prosecuting unliquidated damage suits; (3) where only a reasonable indeterminate per cent of the proceeds is to be paid. *Fairbanks v. Sargent*, 104 N. Y. 108, 9 N. E. 870, 6 L. R. A. 475; *Brown v. City of N. Y.*, 11 Hun 21; *Holmes v. Evans*, 129 N. Y. 140, 29 N. E. 233; *Story v. Hull*, 143 Ill. 506, 32 N. E. 265; *Canty v. Latterner*, 31 Minn. 239, 17 N. W. 385; *Kusterer v. Beaver Dam*, 56 Wis. 471, 14 N. W. 617, 43 Am. Rep. 725; *Milo Nat. Bank v. Convery*, 8 Tex. Civ. App. 181, 27 S. W. 828.

INSURANCE—CONDITION FOR IMMEDIATE NOTICE—EXCUSE.—Action on an accident insurance policy. Plaintiff, while traveling on a freight train, jumped off, fearing a collision, and sustained injuries which rendered him mentally incapacitated to give notice for six weeks. Defense, that plaintiff failed to give immediate notice as required by the policy. *Held*, that the plaintiff could recover on the policy. *Hayes v. Continental Casualty Co.* (1903), — Mo. App. —, 72 S. W. Rep. 135.

The court cited *McFarland v. Ins. Co.*, 124 Mo. 204, 27 S. W. 436. The question as to what excuses performance of a condition for immediate notice is not clearly settled, but the weight of authority seems to support the doctrine laid down by the court in this case. I MICH. LAW REVIEW, 683.

MARRIED WOMEN—POWER TO ENTER INTO PARTNERSHIP WITH HUSBAND—SET-OFF OF DEBT DUE BY PARTNER IN ACTION BY FIRM.—The code of Iowa (§§ 3153, 3164) gives to married women the right to acquire, own and dispose of property in the same manner and to the same extent as their husbands may do, and to make contracts and incur liabilities which may be enforced by or against them to the same extent and in the same manner as if they were unmarried. H and his wife formed a partnership to be carried on in the name of H. At this time H was indebted to defendants for goods previously bought of them. Without disclosing the partnership, H ordered more goods of defendants, in reality for the new firm and sent a sum of money belonging to the new firm in payment. Defendants refused to send the goods and kept the money crediting H with the amount on his old account. In an action by H and his wife, *Held*, that partnership was valid and that defendants could not set-off against the firm a debt owned by one partner only. *Hoaglin v. Henderson* (1903), — Iowa —, 94 N. W. Rep. 247.

Much difference of opinion exists upon the question whether husband and wife may enter into partnership. The question is largely dependent upon the language of the statute by which the married woman's common law disabilities are removed. That she cannot be a partner with her husband, see: *Artman v. Ferguson*, 73 Mich. 146, 16 Am. St. Rep. 572, 2 L. R. A. 343; *Gilkerson-Sloss Com. Co. v. Salinger*, 56 Ark. 294, 16 L. R. A. 526, 35 Am. St. Rep. 105; *Seattle Board of Trade v. Hayden*, 4 Wash. 263, 16 L. R. A. 530, 31 Am. St. R. 919; *Fuller v. McHenry*, 83 Wis. 573, 18 L. R. A. 512; *Bowker v. Bradford*, 140 Mass. 521; *Payne v. Thompson*, 44 Ohio St. 192; *Scarlett v. Snodgrass*, 92 Ind. 262; *Haggett v. Hurley*, 91 Me. 542, 40 Atl. Rep. 561, 41 L. R. A. 362; *Carey v. Burruss*, 20 W. Va. 571, 43 Am. Rep. 790. That she may be a partner with her husband, see: *Suau v. Caffé*, 122 N. Y. 308, 25 N. E. Rep. 488, 9 L. R. A. 593; *Louisville R. Co. v. Alexander*, — Ky. —, 27 S. W. Rep. 981; *Belser v. Tuscumbia Bank*, 105 Ala. 514, 17 So. Rep. 40; *Dressel v. Lonsdale*, 46 Ill. App. 454; *Lane v. Bishop*, 65 Vt. 575, 27 Atl. 499; *Burney v. Grocery Co.*, 98 Ga. 711, 25 S. E. 915, 58 Am. St. R. 342; *Toof v. Brewer*, — Miss. —, 3 So. Rep. 571.